

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	1st Lien Trademark Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vantage Specialties, Inc.		02/10/2012	CORPORATION: DELAWARE
Vantage Oleochemicals, Inc.		02/10/2012	CORPORATION: DELAWARE
Lipo Chemicals, Inc.		02/10/2012	CORPORATION: DELAWARE
Lipo Technologies, Inc.		02/10/2012	LIMITED PARTNERSHIP: DELAWARE
Ruger Chemical Company, Inc.		02/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	1678957	AXAREL	
Registration Number:	1641866	BIOACT	
Registration Number:	1740790	EC-ULTRA	
Registration Number:	1782354	ERUCICAL	
Registration Number:	2334991	HODAG	
Registration Number:	1412835	HO-FLOW	
Registration Number:	2498882	HYDREX	
Registration Number:	2185808	LAMBENT TECHNOLOGIES	
Registration Number:	2253184	LAMBENT WAX	
Registration Number:	2288873	LAMCHEM	

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Registration Number:	2338188	LENIUM
Registration Number:	2278050	LUMISOLVE
Registration Number:	2291076	LUMISORB
Registration Number:	2292487	LUMULSE
Registration Number:	1782355	OLEOCAL
Registration Number:	2849978	PEP-99
Registration Number:	1955480	PETROFERM
Registration Number:	1841619	PETROFERM
Registration Number:	2938047	PETROFERM
Registration Number:	1822244	POLYCAL
Registration Number:	1587350	RE-ENTRY
Registration Number:	3124200	STORSHIELD
Registration Number:	3199405	SYNGARD
Registration Number:	3773160	VANTAGE OLEOCHEMICALS
Registration Number:	3898101	VDIMER
Registration Number:	3789638	VDISTILL
Registration Number:	3789639	VOLEIC
Registration Number:	3789640	VSTEARIN
Registration Number:	3789641	VYCERIN
Registration Number:	3570307	AT LIPO, WE CALL THEM SCIENTISTS
Registration Number:	3566332	AT LIPO, WE CALL THEM SCIENTISTS
Registration Number:	3505733	BEAUTY IS OUR SCIENCE
Registration Number:	3566331	BEAUTY IS OUR SCIENCE
Registration Number:	2723293	GORGONIAN EXTRACT
Registration Number:	2627958	LIPAMIDE
Registration Number:	2746079	LIPO
Registration Number:	3200147	LIPO
Registration Number:	3382390	LIPO PARTICLE
Registration Number:	2674197	LIPO POLYGLYCOL
Registration Number:	3245835	LIPOBEAD
Registration Number:	3002384	LIPOBRITE
Registration Number:	3680129	LIPOBUTTER
Registration Number:	2642302	LIPOCARE
Registration Number:	2783640	LIPOCOL
Registration Number:	2788175	LIPOCRYSTALS

	2627956	LIPOFRUIT
Registration Number:	2783642	LIPOLAN
Registration Number:	2992803	LIPOLIGHT
Registration Number:	2680031	LIPOMIC
Registration Number:	2627960	LIPOMULSE
Registration Number:	2785424	LIPONATE
Registration Number:	2627959	LIPONYL
Registration Number:	2783639	LIPOPEG
Registration Number:	2835785	LIPOQUAT
Registration Number:	3007627	LIPOSATIN
Registration Number:	3966532	LIPOSHIELD
Registration Number:	2685632	LIPOSILT
Registration Number:	2783644	LIPOSORB
Registration Number:	2783641	LIPOVOL
Registration Number:	2783643	LIPOWAX
Registration Number:	2692315	POLYTEX
Registration Number:	2607951	LIPOCAPSULES
Registration Number:	2405067	LIPOPEARLS
Registration Number:	2607950	LIPOSPHERES
Registration Number:	3803472	WE GET WHAT YOU NEED
Serial Number:	85472551	VYCOL
Serial Number:	85470624	VANTAGE SPECIALTY CHEMICALS
Serial Number:	76703702	LIPIDERM

CORRESPONDENCE DATA

Fax Number: (212)656-1342

Phone: 212-318-6493

Email: david.adams@thomsonreuters.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Robin Riley

Signature:

/david adams TR/

Date:

TRADEMARK
REEL: 004718 FRAME: 0524

02/17/2012

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Vantage Specialties, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 10, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: Royal Bank of Canada

Internal

Address: _____

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Canadian
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I.

B. Trademark Registration No.(s)

See attached Schedule I.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

68

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

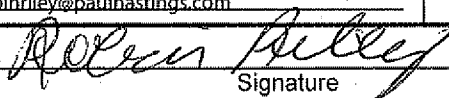
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

February 15, 2012

Date

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Vantage Oleochemicals, Inc.	Delaware	Corporation	USA-Delaware
Lipo Chemicals, Inc.	Delaware	Corporation	USA-Delaware
Lipo Technologies, Inc.	Delaware	Limited Partnership	USA-Delaware
Ruger Chemical Company, Inc.	Delaware	Corporation	USA-Delaware

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of February 10, 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and **ROYAL BANK OF CANADA** ("Royal Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Vantage Specialties, Inc., a Delaware corporation (the "Borrower"), Vantage Specialty Chemicals, Inc., a Delaware corporation, the lenders from time to time party thereto (the "Lenders") and Royal Bank as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those referred to on Schedule I hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower and the Grantors or (in each case) any of them, to the Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be

satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

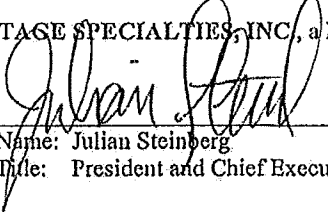
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

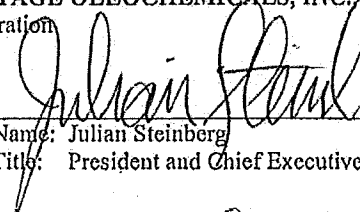
VANTAGE SPECIALTIES, INC., a Delaware corporation

by


Name: Julian Steinberg
Title: President and Chief Executive Officer

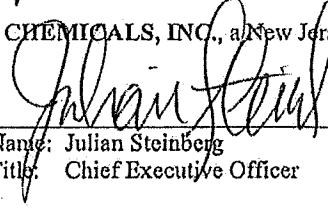
VANTAGE OLEOCHEMICALS, INC., a Delaware corporation

by


Name: Julian Steinberg
Title: President and Chief Executive Officer

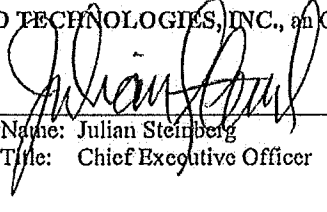
LIPO CHEMICALS, INC., a New Jersey corporation

by


Name: Julian Steinberg
Title: Chief Executive Officer

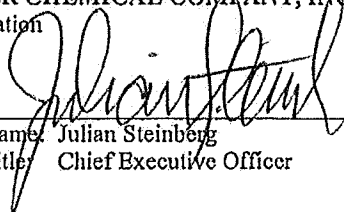
LIPO TECHNOLOGIES, INC., an Ohio corporation

by


Name: Julian Steinberg
Title: Chief Executive Officer

RUGER CHEMICAL COMPANY, INC., a New Jersey corporation

by


Name: Julian Steinberg
Title: Chief Executive Officer

AGENT:

ROYAL BANK OF CANADA, as Agent

by

Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS: **VANTAGE SPECIALTIES, INC.**, a Delaware corporation

by _____
Name: Julian Steinberg
Title: President and Chief Executive Officer

VANTAGE OLEOCHEMICALS, INC., a Delaware corporation

by _____
Name: Julian Steinberg
Title: President and Chief Executive Officer

LIPO CHEMICALS, INC., a New Jersey corporation

by _____
Name: Julian Steinberg
Title: Chief Executive Officer

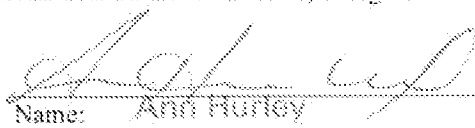
LIPO TECHNOLOGIES, INC., an Ohio corporation

by _____
Name: Julian Steinberg
Title: Chief Executive Officer

RUGER CHEMICAL COMPANY, INC., a New Jersey corporation

by _____
Name: Julian Steinberg
Title: Chief Executive Officer

AGENT: **ROYAL BANK OF CANADA**, as Agent

by  _____
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

GRANTOR: Vantage Specialties, Inc.

VANTAGE SPECIALTIES, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date [Expiration Date]
U.S.	AXAREL	74-042,407	May 26, 1990	1,678,957	March 10, 1992
U.S.	BIOACT	74-074,746	July 2, 1990	1,641,866	April 23, 1991
U.S.	EC-ULTRA	74-270,312	April 28, 1992	1,740,790	December 22, 1992
U.S.	ERUCICAL	74-331,332	November 16, 1992	1,782,354	July 20, 1993
U.S.	HODAG	75-591,017	November 16, 1998	2,334,991	March 28, 2000
U.S.	HO-FLOW	73-591,222	April 2, 1986	1,412,835	October 14, 1986
U.S.	HYDREX	75-760,725	July 26, 1999	2,498,882	October 16, 2001
U.S.	LAMBENT TECHNOLOGIES	75-325,261	July 16, 1997	2,185,808	September 1, 1998
U.S.	LAMBENT WAX	75-438,373	February 23, 1998	2,253,184	June 15, 1999
U.S.	LAMCHEM	75-530,668	August 4, 1998	2,288,873	October 26, 1999
U.S.	LENIUM	75-661,579	March 15, 1999	2,338,188	April 4, 2000
U.S.	LUMISOLVE	75-530,667	August 4, 1998	2,278,050	September 14, 1999
U.S.	LUMISORB	75-530,661	August 4, 1998	2,291,076	November 9, 1999
U.S.	LUMULSE	75-530,657	August 4, 1998	2,292,487	November 16, 1999
U.S.	OLEOCAL	74-331,334	November 16, 1992	1,782,355	July 20, 1993
U.S.	PEP-99	75-632,161	January 27, 1999	2,849,978	June 8, 2004
U.S.	PETROFERM	74-255,225	March 13, 1992	1,955,480	February 13, 1996
U.S.	PETROFERM	74-801,445	March 13, 1992	1,841,619	June 28, 1994
U.S.	PETROFERM	78-373,765	February 25, 2004	2,938,047	April 5, 2005

VANTAGE SPECIALTIES, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date [Expiration Date]
U.S.	POLYCAL	74-334,537	November 25, 1992	1,822,244	February 22, 1994
U.S.	RE-ENTRY	73-780,186	February 13, 1989	1,587,350	March 20, 1990
U.S.	STORSHIELD	78-225,072	March 13, 2003	3,124,200	August 1, 2006
U.S.	SYNGARD	78-425,895	May 27, 2004	3,199,405	January 16, 2007

GRANTOR: Vantage Oleochemicals, Inc.

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	VANTAGE OLEOCHEMICALS	77-673,498	February 19, 2009	3,773,160	April 6, 2010
U.S.	VDIMER	77-942,233	February 23, 2010	3,898,101	December 28, 2010
U.S.	VDISTILL	77-786,707	July 22, 2009	3,789,638	May 18, 2010
U.S.	VOLEIC	77-786,712	July 22, 2009	3,789,639	May 18, 2010
U.S.	VSTEARIN	77-786,716	July 22, 2009	3,789,640	May 18, 2010
U.S.	VYCERIN	77-786,727	July 22, 2009	3,789,641	May 18, 2010
U.S.	VYCOL	85-472,551	November 15, 2011	Pending	
U.S.	VANTAGE SPECIALTY CHEMICALS	85-470,624	November 11, 2011	Pending	
U.S.	V DIMOS		Application to be filed.		

GRANTOR: Lipo Chemicals, Inc.

LIPO CHEMICALS, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	AT LIPO, WE CALL THEM SCIENTISTS	76-676,684	May 11, 2007	3,570,307	February 3, 2009
U.S.	AT LIPO, WE CALL THEM SCIENTISTS	76-689,099	April 28, 2008	3,566,332	January 27, 2009
U.S.	BEAUTY IS OUR SCIENCE	76-671,068	January 5, 2007	3,505,733	September 23, 2008
U.S.	BEAUTY IS OUR SCIENCE	76-689,098	April 28, 2008	3,566,331	January 27, 2009
U.S.	GORGONIAN EXTRACT	76-287,954	July 20, 2001	2,723,293	June 10, 2003
U.S.	LIPAMIDE	76-287,956	July 20, 2001	2,627,958	October 1, 2002
U.S.	LIPIDERM	76-703,702	July 8, 2010	n-a	n-a
U.S.	LIPO & Design	76-302,970	August 17, 2001	2,746,079	August 5, 2003
U.S.	LIPO (Stylized)	76-647,136	September 20, 2005	3,200,147	January 23, 2007
U.S.	LIPO PARTICLE	76-651,980	December 16, 2005	3,382,390	February 12, 2008
U.S.	LIPO POLYGLYCOL	76-287,955	July 20, 2001	2,674,197	January 14, 2003
U.S.	LIPOBEAD	76-651,981	December 16, 2005	3,245,835	May 29, 2007
U.S.	LIPOBRITE	76-563,796	December 8, 2003	3,002,384	September 27, 2005
U.S.	LIPOBUTTER	76-688,999	April 25, 2008	3,680,129	September 8, 2009
U.S.	LIPOCARE	76-287,952	July 20, 2001	2,642,302	October 29, 2002
U.S.	LIPOCOL	76-302,966	August 17, 2001	2,783,640	November 18, 2003
U.S.	LIPOCRYSTALS	76-410,464	May 21, 2002	2,788,175	December 2, 2003
U.S.	LIPOFRUIT	76-287,951	July 20, 2001	2,627,956	October 1, 2002
U.S.	LIPOLAN	76-302,968	August 17, 2001	2,783,642	November 18, 2003
U.S.	LIPOLIGHT	76-385,079	March 21, 2002	2,992,803	September 6, 2005
U.S.	LIPOMIC	76-287,800	July 20, 2001	2,680,031	January 28, 2003
U.S.	LIPOMULSE	76-287,958	July 20, 2001	2,627,960	October 1, 2002
U.S.	LIPONATE	76-302,972	August 17, 2001	2,785,424	November 25, 2003

LIPO CHEMICALS, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	LIPONYL	76-287,957	July 20, 2001	2,627,959	October 1, 2002
U.S.	LIPOPEG	76-302,965	August 17, 2001	2,783,639	November 18, 2003
U.S.	LIPOQUAT	76-302,974	August 17, 2001	2,835,785	April 27, 2004
U.S.	LIPOSATIN	76-440,281	August 9, 2002	3,007,627	October 18, 2005
U.S.	LIPOSHIELD	76-702,235	March 26, 2010	3,966,532	May 24, 2011
U.S.	LIPOSILT	76-302,964	August 17, 2001	2,685,632	February 11, 2003
U.S.	LIPOSORB	76-302,973	August 17, 2001	2,783,644	November 18, 2003
U.S.	LIPOVOL	76-302,967	August 17, 2001	2,783,641	November 18, 2003
U.S.	LIPOWAX	76-302,969	August 17, 2001	2,783,643	November 18, 2003
U.S.	POLYTEX	76-287,801	July 20, 2001	2,692,315	March 4, 2003

LIPO TECHNOLOGIES, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	LIPOCAPSULES	75-886,736	January 4, 2000	2,607,951	August 13, 2002
U.S.	LIPOPEARLS	75-475,193	April 27, 1998	2,405,067	November 21, 2000
U.S.	LIPOSPHERES	75-886,734	January 4, 2000	2,607,950	August 13, 2002

RUGER CHEMICAL COMPANY, INC.					
Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
U.S.	WE GET WHAT YOU NEED	76-689,363	May 6, 2008	3,803,472	June 15, 2010